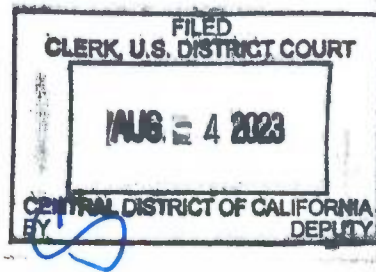


JESSE BANERJEE (PRO-SE)  
3573 3<sup>rd</sup> STREET SUITE 206  
LOS ANGELES, CA 90020  
Tel:(310)923-8788  
Email: investigation@stevebanerjee.com



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

JESSE BANERJEE,

Plaintiff,

vs.

CHIPPENDALES USA LLC, DREAMSCAPE, KEVIN  
DENBERG, DREAMSCAPE ENTERTAINMENT  
VENTURES, TOM ELLIS, HULU, ET AL, WALT  
DISNEY ET AL

Defendant

Case No.: CV23-3676 PA

DEMAND FOR JURY TRIAL  
TRADEMARK INFRINGEMENT COMPLAINT  
1. VIOLATION OF THE CLAYTON ACT  
2. LANHAM ACT 15 U.S.C. SECTION 43 (A)  
3. UNFAIR COMPETITION 15 U.S.C. § 1125  
4. LANHAM ACTION 14 (3)

COMPLAINT

("Plaintiff") owner of CHIPPENDALES threw his Letter Administration received on September 20, 2020. Through its attorneys Mr. Dilair Nafsoosi of Lion Heart Legal LLP, For its Complaint against ("Defendants") the current CHIPPENDALES USA LLC, DREAMSCAPE, KEVIN DENBURG, and HULU Et AL and Walt Disney Et Al and Tom Ellis Estate.

SUMMARY OF ACTION

1. This is an action for trademark cyberpiracy, trademark infringement, trademark dilution, and unfair competition. ("Plaintiff") is the Administrator and owner of the registered trademarks in the Chippendes mark, which is used in connection with a variety of goods and services that involves Las Vegas-style theatrical entertainment featuring male dancing designed for female audiences.
2. ("Plaintiffs") Late Father Somen Banerjee Father owned and invented incontestable marks and the business as described below, Plaintiff, father started the Chippendales mark at least as early as 1978 and, in the course of such continuous and exclusive use, the mark has become famous. ("Plaintiff") has been in Probate court since 2020, on trial proving this case to the parties who enriched themselves illegally and continue to willfully deprive the ("plaintiff") of his legal rightful share of the income and perks from his

1 father's 1978 business. For many years this has been an issue. Because the "Denburgs" and the other  
 2 individuals named in this lawsuit inadvertently collected fraudulently from Chippendales.com websites  
 3 with a domain name registry and are using that domain name in connection with Internet adult  
 4 entertainment business. Obstructing the ("plaintiff") from collecting from his inheritance. The  
 5 ("defendants") actions have damaged and unless enjoined, will continue to damage the legacy and tarnish  
 6 ("Plaintiff")) family name. Any creation creates confusion in the marketplace and continues to destroy the  
 7 first right in commerce of the Federal Trademark laws. This includes Section 14 (3) of the Lanham  
 8 Act. ("Plaintiff") believes that he is being damaged by the false registrations of his father's marks without  
 9 his name or company registered with the marks. And under Statutes 43 (a) Defendants using Chippendales  
 10 in the commerce in combination thereof, and false designation or origin. False and misleading this court,  
 11 while agreed in ("Joint Report") to cease such unprofessional actions violating the Lanham Act.

- 12 3. Plaintiff is seeking monetary, punitive, and compensatory damages for fraud, negligence, Breach of  
 13 Fiduciary Duty, Fraudulent Conveyance, Willful Deceptiveness, Unfair Competition, Trademark  
 14 Infringement, False Association, Breach of contract, Obstruction of Justice, (SEC) Securities mis – The  
 15 conduct, attempting to prevent/prohibit plaintiff from his rightful collective share of his father's estate. On  
 16 September 21, 2020, the California Probate Superior Court ruled from a (Letter of Administration) of  
 17 Chippendales assets. The defendants made a statement on 06/16/23 admitting to their "Fraudulent  
 18 Trademark Purchase" in or around 2000 ("the petition") proven threw a long lengthy Los Angeles  
 19 Superior Court probate proceeding. Plaintiff shows cause from (USPTO) order from the Federal Circuit  
 20 that Defendants CHIPPENDALES USA LLC would create an infringement in the future in that order  
 21 from the United States Court of Appeals for the Federal Circuit (Serial No. 78/666,598) October 1, 2010.  
 22 Since this federal proceeding violated the Lanham Act, is protected by the Statute of Limitations. This is  
 23 part of the elaborate operation of the Defendants. Meets the timelessness of this argument, Because of the  
 24 USPTO ruling from CHRISTINA J. HIEBER and RAYMON T. CHEN and circuit Judges DYK  
 25 FRIEDMAN and MOORE. Back in November of 2000, the Defendants applied to register  
 26 CHIPPENDALES USA LLC, 2003 the Examining attorney concluded that Defendant's Application was  
 27 only allowed minimal protection, distinctive the PTO Bars applicants/defendants in this case from re-  
 28 registering the same mark for the same goods and services. Because the ("Plaintiff") Father Somen

1 Banerjee Invented CHIPPENDLAES Mark was already registered in or around 1983. On September 5,  
 2 2007, the examining attorney issued her final Office Action refusing to register the mark was not  
 3 inherently distinctive, the Board Affirmed. The validity of the mark, as well as its registration, ownership,  
 4 and the exclusive right of the owner to use the mark in commerce 15 U.S.C. § 1115(b). The court noted  
 5 that” [t]he attribution of inherent distinctiveness to certain categories of word marks and product  
 6 packaging derives from the fact that the very purpose of attaching a particular word to a product or  
 7 encasing it in distinctive packaging, is most often to identify the source of the product.” So for the  
 8 defendants to continue to make false associations, assertions, and statements and misappropriation of  
 9 Somen Banerjee's Estate and intellectually registered property is to adversely affect the original  
 10 Chippendale protected mark, itself. False statements, False arguments, are actionable under this court's  
 11 federal jurisdiction. which is a violation of the applicable federal, state, and local law against the named  
 12 defendants, who bought a fraudulent mark, and is considered a white-collar crime. The Chippendales  
 13 trademark is currently under the ownership of the Somen Banerjee Estate and Jesse Banerjee threw an  
 14 official assignment.

#### 15 JURISDICTION AND VENUE

16 1. This Court has original subject matter jurisdiction over the claims in this action according to the  
 17 provisions of the Lanham Act, 15 U.S.C. §§ 1021-1141n (2012), the Federal Copyright Act, 17 U.S.C. §§ 101-  
 18 1511, 28 U.S.C. § 1338(a)-(b) and 28 U.S.C. § 1331 (a) (1) and (c). This Court has jurisdiction over all claims in  
 19 this action that arise under the laws of the State of California under 28 U.S.C. § 1367(a) because State law claims  
 20 are related to state and federal claims that form part of the same case and controversy. And form part of the same  
 21 case And derive from a common nucleus of operative opposition motion not to dismiss docket 28.

22 2. The venue is proper in this Court under 28 U.S.C. § 1391, and this Court may properly exercise.  
 23 Personally. Jurisdiction over (“Respondents”), since Each Person directly targets business activities toward  
 24 consumers in the United States, including California, through its operation or assistance in the process of the fully  
 25 interactive, commercial Internet clubs/bars operating under the (“Defendants”) domain names and the (“tickets  
 26 sale”) Internet Stores are identified in Exhibit 3 of the opposition and motion to dismiss. Specifically, each of the  
 27 Respondents directly reaches out to do business with California residents by operating or assisting in the operation  
 28 of one or more Commercial, interactive e-commerce stores that License trademarks using counterfeit versions of



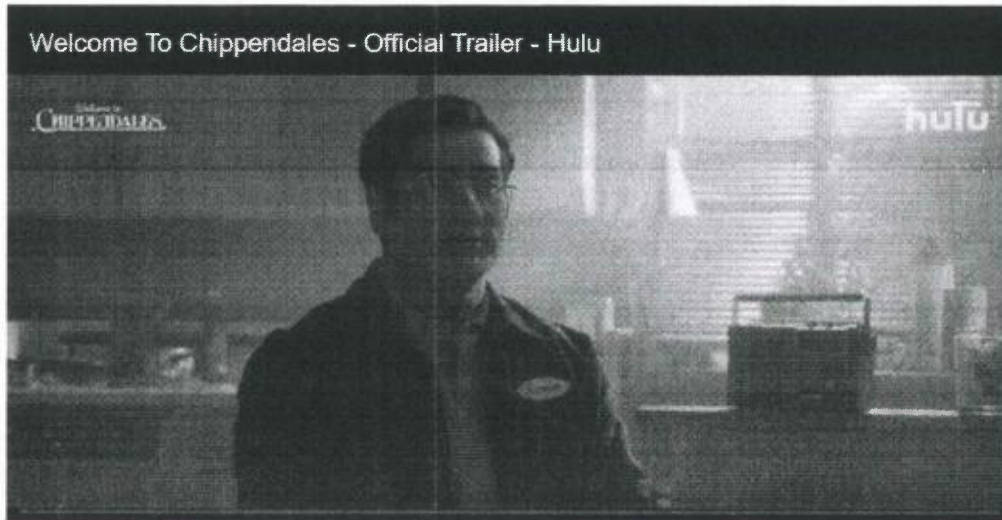
1 “(Petitioner”) federally registered trademarks Directly to California consumers. In short, each (“Respondent”)  
 2 committed tortious acts. In benefiting commercially, California is engaging in interstate commerce. It has  
 3 wrongfully caused confusing issues and substantial irreparable mental injuries and physical harm and damage to  
 4 reputation and his immediate family name in the jurisdiction of California during the last year and a half.

5 3. The (“Petitioner”) Operative complaint alleges this matter under probate Code sections 850  
 6 (a)(3)(B) and 859 because the assets at issue belong to the estate of Somen Banerjee, as same forms part of the  
 7 estate of Late Somen Banerjee. This case was already Litigated and alleges the venue is properly in Los Angeles  
 8 County Probate Code 17005 because the (“Plaintiff”) resides in Los Angeles County. The principal place of the  
 9 Estate administration is in Los Angeles County, within the judicial district.

#### 10 PARTIES

11 1. (“Plaintiff”) JESEE BANERJEE controls the assets and ESTATE of SOMEN BANERJEE  
 12 Awarded Lettler of Administration on September 21, 2020. (“Defendants”) Who Alleges they own  
 13 CHIPPENDALES USA LLC. KEVIN DENBERG CEO of CHIPPENDALES USA LLC (Evan Nadel) a new  
 14 employee Class.action attorney of KILPATRICK, TOWNSEND & STOCKTON LLP two Embarcadero Center  
 15 Suite#1900 San Francisco 94111, TOM ELLIS is responsible for registering as Trustee located at 7<sup>th</sup> Avenue 27<sup>th</sup>  
 16 Floor New York New York 10019. Part Beneficial Owner Dreamscape Entertainment Properties. ERIC  
 17 BINBUAM is the new owner of RIO Casino 117,330 Square Feet opened on January 15, 1990. Sold several times  
 18 from 1990-2023. Located at 3700 West Flamingo Road, Las Vegas, NV 89103. Mr. Eric Birnbaum recently bought  
 19 the \$570 million US dollars Financier of the RIO Casino and buyer of the Chippendale Theater inside the Rio  
 20 Casino in Las Vegas. HULU is an American subscription streaming service part-owned by the Walt Disney  
 21 Company (33%) and Comcast NBC Universal owns (33%) although Disney has majority ownership. HULU  
 22 Falsely advertises a fictitious story on their platforms licensed to multiple parties for profit sharing with several  
 23 parties including Walt Disney Television General Entertainment Content. NBC Universal is Licensing the Release  
 24 of the known **“Welcome to Chippendales – Rise and Fall of a famed million-dollar strip club and the Crimes**  
 25 **released on November 22, 2022”** per the people.com website of many sites including Time magazine and all the  
 26 platforms. HTML threads are interconnected to mobile devices and the viewer's content. websites.

(See HULU Infringement Chart Below)



**Plaintiff's Chippendales Mark and Chippendales.com Domain Name**

Plaintiff was excluded from all of the SEC filings of the Blue Sky for the Securities and Exchange Act of 1934; The "Defendants" have racketeered using their influence and Corrupt filings at the USPTOoffice and violates the Corrupt Organizations Act 18 U.S.C.Plaintiff has the letter of Administration from Superior California Probate litigation in 2020. Which is consistent with his ownership rights to the Estate of Somen Banerjee. Which is connected to the corporation and business interests of Easebe Enterprises and Chippendalesassets, marks, and licenses, including the domain name as the successor of the Estate.Chippendales Encompasses the 1978 business model, of its inventor Somen Banerjee. With elaborate stage performances with professionally choreographedRoutines, million-dollar stage production values, and a sound and lighting cast of maledancers, singers, and performers. This production was featured "On Youtube" and cable television and entertainmentmade appearanceson programs including Entertainment Tonight,"Joan Rivers" "Headline News" New York Broadway shows"Jerry Springer" also"NBC" "ABC" and "CBS" networks illegally licensed by All of the "Defendants".

**STATEMENT OF FACTS**

1. On July 3, 2023, at 1:30 Pacific Time, the Opposing Counsel's held a Tele- teleconference. Per the Federal Rules of Civil Procedure 26(F), During the teleconference both Parties; consider the nature of the basis of their claims and defenses. The Conference held that Evan Nadel's ("Defendants") counsel explained a few minor

1 points. Concerning the nature of the proceeding. This Motion to Amend the ("Plaintiff") is at this moment  
 2 Amended. The complaint alleges as follows. The purpose of the call was to complete a court-mandated  
 3 teleconference on the ("Defendants") View of the motion to dismiss the petition in this matter. ("Defendants")  
 4 explained the grounds for the motion. Although the California Criminal Statute of Limitations sets limits on Fraud  
 5 and embezzlement of the ("Chippendales funds") as the Facts, in this case, are highlighted, with attachments to  
 6 support them. From the Asset Purchase Agreements to ticket sales of royalty income derived/embezzled from this  
 7 business practices of the ("Defendants") Actions "fraudulent activity" from Helen Maryman the sister of the late  
 8 Irene Banerjee

9 2. Somen Banerjee Divorced Irene Banerjee on August 17, 1994, before his untimely death.  
 10 Submitted Exhibit 9 of the OPPOSITION MOTION NOT TO DISMISS[Docket 28].

11 3. This took place and was litigated in the Probate court, to which end Helen Maryman's non-party  
 12 was called for a hearing and the Court states the tentative ruling and argument and testimony is heard. The fact that  
 13 Helen is not the custodian of the record is not a defect under this section. Plaintiff Demonstrated good cause for the  
 14 production of four reasonably particularized categories of documents. Helen Maryman's arguments failed as a  
 15 matter of law, Helen Maryman's motions were all denied. The "Defendants" have some form of counterfeit  
 16 Fraudulent business as admitted on June 16, 2023, Joint Report filing from Rita Weeks.

17 4. ("Defendant") in this case, filed the joint Report in the court on 6/16/2023 (Docket#25) discusses  
 18 on Page 7 the ("filing") that Helen Maryman, a non-party, and the fraud of misappropriation of the property of late  
 19 Somen Banerjee's estate. (Plaintiff) father, according to birth records. ("CHIPPENDALES") is now a world-  
 20 famous male performance troupe registered ("USPTO") United States Patent Trademark Office headquarters in  
 21 Alexandria, Virginia) trademarks in the registration system of record. ("Plaintiff") is the son of the late Somen  
 22 Banerjee, Founder of ("CHIPPENDALES.") This lawsuit first started in Los Angeles Superior Court Probate  
 23 proceedings 2 years ago ("Administration Letter" Exhibit letter dated September 21, 2020. Probate Code §§850 (a)  
 24 (3)(B) and 859, ("Plaintiff") Mr. Jeese Banerjee advised that he was looking for counsel to represent him. Alleges  
 25 Chippendales, in or around 2000 was "Fraudulently purchased" The ("Plaintiff") Re- alleges in this ain in this  
 26 complaint. The ("Plaintiff") Re-Alleges because of the "Fraud activity," his argument shouldn't be time-barred on  
 27 raised issues set before this court, only because of the level of fraud involved. (See all exhibits in the operative  
 28 complaint) Which is part of the court record.



5. As of now the Current Successor- in- interest (Mr. Jesse Banerjee) is part owner of registered trademarks in the Chippendales mark. Plaintiff through its father the inventor of the marks, first used the Chippendale mark in 1978 and applied for registration of the Chippendales mark with the United States Patent and Trademark Office (hereinafter "USPTO") on April 13, 1981, for Entertainment services including discotheques and make exotic dancers exhibitions, and received US Registration No. 1,197,438 on June 8, 1982. A Letter and Certificate of registration are attached hereto as Exhibit B. Easebe Enterprises Inc. (California corporation).

#### **DEFENDANTS' UNLAWFUL ACTIONS/COGNIZABLE CAUSE OF ACTION**

1. First prong "Defendants" bought a fraudulent mark from Helen Maryman's sister of Irene Banerjee. Under False Association pretenses. This was proven in the probate court back in 2020. Second prong "Defendants" capitalized off the CLP, Late Irene Banerjee, and Plaintiff Father Somen Banerjee using Helen Maryman who has no authority to authorize anything. Third prong The Defendants later registered the Chippendales.com domain name with Network Solutions ("NSI") the then Authoritative Internet domain name registry, on November 15, 1996. A copy of this registration is attached as Exhibit E. CLP Tours and the late Lou Pearlman conspired with "Defendants". The Marks are all now Famous in 2023. This has manifested into a conflict of parties infringing and violating the Laham Act Under 42(a) of the statute which goes beyond the trademark protection and establishes causes of action, False Advertising, and False Association, which the defendants demonstrated in their assertions and, improper activities of use of CHIPPENDALE USA LLC. And the mark itself. Section 43(a) creates a federal good cause for what has traditionally been called unfair competition; Using a CHIPPENDALES mark from a false designation of ownership to the origin of other misleading Publicly traded company used in connection with the sale of good or service or misleading information and advertising of the merits of the Plaintiff rights in this case. Plaintiff would have prudential standing from the "Defendants" to be any person who believes he or she is or is likely to be damaged by such act from the "Defendants" ignoring a simple (USPTO) court of appeals dated October 1, 2010, and or a letter of direction and administration from the State Court dated September 21, 2020, both judicial doctrine in nature. The "Plaintiff" signed a Joint Report to these issues on July 31, 2023, in an attempt to settle these claims. And remedy the anti- competitive efforts of the ("Defendants") that represent Ken Denburg. And HULU Corporation see Exhibit H Cease and Decist. Plaintiffs reserve the rights to file against other parties that are currently appropriated under the Clayton Act which both statutes seek to remedy the anticompetitive effects of commercial cheating. The Plaintiff out of his inheritance. The Clayton Act has a

four-year statute of limitations under 15 U.S.C. § 12-27 against all (“Defendants”) and their SEC filing. This is the legal basis for commencing this private suit. Not just for the infringements but for also a violation of antitrust laws and their fairly traceable alleged conduct. The State Court Action awarded does have merit because it was a trial held. Any Sale or transaction was held as a fraudulent admission from Rita Weeks and her corporate disclosure – [Docket 4] filing, proven in probate court [Docket 2]. CHIPPENDALES is a publicly traded company now located in Delaware as a limited liability company. And the Plaintiff would be entitled to his Father’s rightful share, because under the corporate bylaws of the state of Delaware. Under the recent Delaware Supreme Court ruling involving disputes and Fiduciary claims, Plaintiff can be allowed to recover its legal fees Shifting by law. Which is permissible in this court.

2. <https://www.mondaq.com/unitedstates/corporate-governance/315294/delaware-supreme-court-finds-fee-shifting-by-law-permissible> All Stockholders are unilaterally bound by the bylaws and ruling of Delaware Supreme Court.

3. The (“Plaintiff”), seeks a final judgment: (a) permanently enjoining (“Defendants”) and or a third party) from committing further interruptions and violations of the federal laws they have violated; (b) ordering (“Defendants”) to disgorge their ill-gotten gains with prejudgment interest; (c) permanently enjoining (“Defendants”) and any entity controlled by them from, directly or indirectly, using the means or instrumentalities of interstate commerce to: (i) participate in the issuance, Purchase, Settlement Licensing offer, or sale of any security, including any asset security, in any unregistered transaction; (ii) act as an unregistered exchange with respect to any securities, including all asset securities; (iii) act as an unregistered broker or dealer with respect to any securities, including any RIO casino asset securities; and (iv) act as an unregistered clearing agency with respect to any securities, including any asset securities; (d) imposing civil monetary penalties on (“Defendants”); (e) ordering annually equitable relief Which now exceeds \$75,000,000 in Damages and Lost profits of Casino income, and mental health anguish injury’s, that is deemed appropriate for the last 3 years under the lanham act; and last 4 years under the clayton act and or should be discussed in the [Docket 35]. The Attached Exhibit A Defendants 1983 Trademark Expired 20 years ago and so have all the rest. A Letter of Protest was filed with USPTO in this matter.

#### Alternative Dispute Resolution



- 1           1.     Filed on July 31, 2023, in a (JOINT REPORT) The Plaintiff would invite the court to retain  
2               jurisdiction to enforce the Joint Report settlement which is filed on July 31, 2023. Plaintiff seeks  
3               to extend that the court issue an order mandating compliance with a settlement agreement before the  
4               November 14, 2023 Settlement. Which is listed on the Joint Report Schedule filed by both the  
5               Plaintiff and signed by the (defendants) on July 31, 2023.
- 6           2.     That Defendants be required to pay the plaintiff an amount equal to treble the amount of all damages  
7               incurred by Plaintiff as a result of the Defendant's intentional infringement and unfair competition;
- 8           3.     That Defendants be directed to pay to Plaintiff its reasonable costs and attorneys fees incurred in  
9               connection with this action due to the defendant's willful infringements and dilution of plaintiff trademarks  
10              inherited through his probate court ruling.
- 11          4.     That Defendants be required, under Section 26 of Lanham Act 15 U.S.C. § 1118, to deliver up to  
12              this Court or the plaintiff authorized agents, all advertising and licensing agreements made including the  
13              promotional materials, source codes, computer backups, labels cartons, brochures, business stationery, calling cards,  
14              information sheets, posters, signs, and other means for producing the same which bear any licensing of the marks  
15              and or designations confusingly similar to Plaintiff non – expired uncontestable Trademarks.
- 16          5.     That Defendants be directed to file with this court and serve upon the Plaintiff, within fifteen (15)  
17              days after entry of an order granting injunctive relief, a report, in writing and under oath, setting forth in detail the  
18              manner and form in which Defendant has complied with the Joint Report in this case. As of Today August 4, 2023  
19              (Plaintiff) has a Letter from USPTO that CHIPPENDALE USA mark was assigned back to him. See EXHIBIT F.

20  
21  
22  
23                               Dated this 4<sup>th</sup> day of August 2023.

24  
25                               \_\_\_\_\_  
26                               Pro Se Filing  
27  
28

Exhibit A-Expired Mark

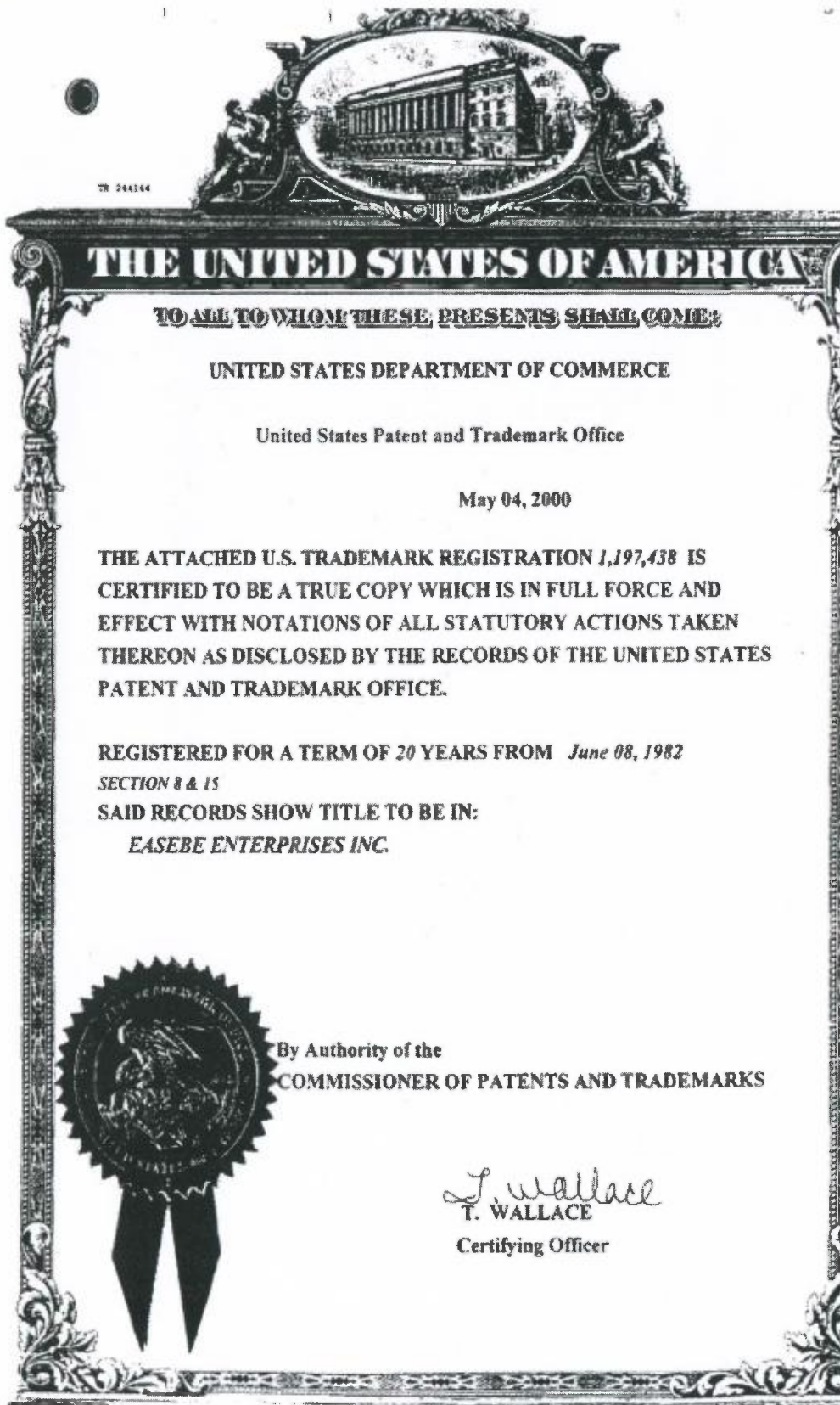


Exhibit B

**Int. Cl.: 41**

**Prior U.S. Cl.: 107**

**United States Patent and Trademark Office**

**Reg. No. 1,197,438**

**Registered Jun. 8, 1982**

**SERVICE MARK**  
**Principal Register**

**CHIPPENDALES**

**Easebe Enterprises Inc. (California corporation)**  
**3739 Overland Ave.**  
**Los Angeles, Calif. 90034**

**For: ENTERTAINMENT SERVICES—NAME-**  
**LY, DISCOTEQUE; MALE DANCE EXHIBI-**  
**TIONS; MUD WRESTLING, in CLASS 41 (U.S.**  
**Cl. 107).**

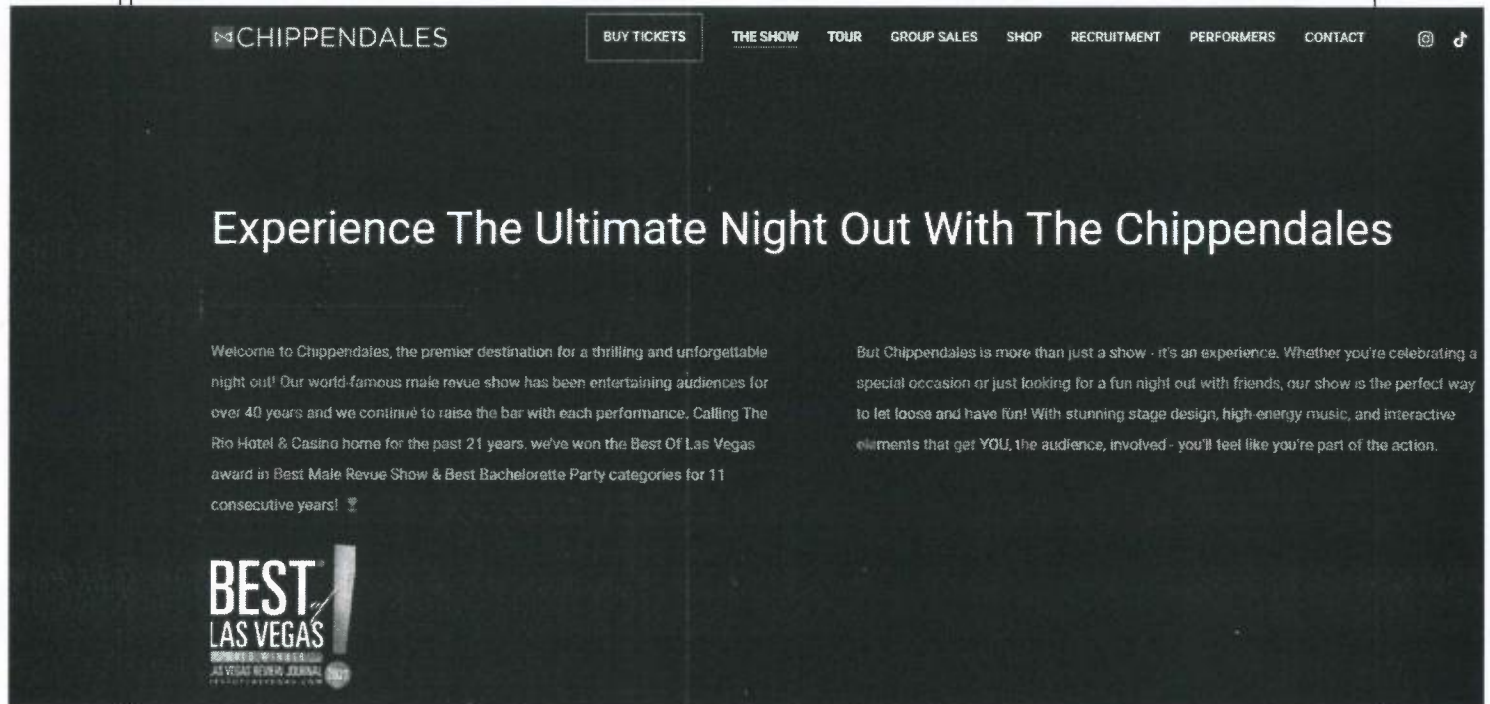
**First use Dec. 1, 1978; in commerce Dec. 1, 1978.**

**Ser. No. 305,435, filed Apr. 13, 1981.**

**R. M. FEELEY, Primary Examiner**

**JAMES H. JOHNSON, Examiner**



Exhibit C – Website of Chippendales

**Exhibit D****Plaintiff Evidence Secretary of State of California – Holder of Record 202356716136**

California Secretary of State

Business UCC

Home

Search

Status

Info

\* An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

\* An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by "begins with" specific search criteria.

**Disclaimer:** Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2) select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

CHIPPENDALES

Advanced

Entity Information	Initial Filing Date	Status	Entity Type	Formed In	Agent
CHIPPENDALES' APPAREL (944575)	11/02/1979	Suspended - FTB	Stock Corporation - CA - General	CALIFORNIA	
CHIPPENDALES ENT., INC. (903568)	11/17/1978	Suspended - FTB	Stock Corporation - CA - General	CALIFORNIA	RALPH HOLIDAY
Chippendales LLC (202356716136)	04/24/2023	Active	Limited Liability Company - CA	CALIFORNIA	Jesse Banerjee
CHIPPENDALES OF ORANGE COUNTY, INC. (1079336)	05/18/1982	Suspended - FTB	Stock Corporation - CA - General	CALIFORNIA	BRUCE A NAHIN
CHIPPENDALES STUDIOS, INC. (885468)	03/15/1979	Suspended - FTB	Stock Corporation - CA - General	CALIFORNIA	
CHIPPENDALES U.S.A. (1946197)	08/15/1993	Expired - FTB	Stock Corporation - Out of State - Stock	NEVADA	CT CORPORATION SYSTEM
CHIPPENDALES, INC. (1324236)	11/16/1984	Suspended - FTB	Stock Corporation - CA - General	CALIFORNIA	BRUCE NAHIN

**Chippendales LLC**  
(202356716136)

Request Certificate

Initial Filing Date	04/24/2023
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Limited Liability Company - CA
Principal Address	3573 3RD STREET, SUITE 206 LOS ANGELES, CA 90020
Mailing Address	3573 3RD STREET, SUITE 206 LOS ANGELES, CA 90020

**EXHIBIT E- FRAUDULENT CONVEYANCE TRANSFER****TRADEMARK ASSIGNMENT**

WHEREAS, CLP Tour, Ltd., a California limited partnership ("CLP Tour"), Chippendales U.S.A., a Nevada corporation, Chippendales, Inc., a Delaware corporation, Credit International, Inc., a Florida corporation, or Chippendales New York, Inc., a Delaware corporation (collectively referred to herein as "Assignors"), is the owner of certain trademarks, trade names, trade dress, logos and service marks (the "Marks"), some of which are registered at or pending before the United States Patent and Trademark Office ("PTO") or in the Trademark Offices of various countries and jurisdictions around the world, together with all good will of the business connected with the use of and symbolized by the Marks; and

WHEREAS, Schedule A contains a list of all active registrations or pending applications around the world owned by one of the Assignors for trademarks, trade names, trade dress, logos and service marks; and

WHEREAS, Chippendales USA, LLC, a Delaware limited liability company with a place of business at P.O. Box 20240, Greeley Square Station, New York, NY 10001 ("Assignee"), is desirous of acquiring all right, title and interest in and to the Marks owned by Assignors including but not limited to those identified in Schedule A hereto, together with all good will of the business connected with the use of and symbolized by such trademarks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors agrees as follows:

1. CLP Tour represents that it has full unfettered ownership of all Marks identified on Schedule A, and represent and expressly warrant that the Marks identified in Schedule A are free from any liens, security interests of others or any other type of encumbrance to the title, ownership or use thereof, except for liens and encumbrances arising out of or relating to the Easebe/Banerjee Dispute (as defined in that certain Asset Purchase Agreement dated as of March 30, 2000 by and between Assignors, as sellers, and Assignee, as buyer).
2. Assignors do hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, and consent and agree that Assignee may file a like document which may be required in the United States or any foreign country for prosecuting any application or renewing any registration in Schedule A or for purposes of recording assignment.
3. Assignors do hereby covenant and agree with Assignee that, for the next 36 months, Assignors will execute and deliver any and all instruments in writing and any and all further applications, papers, affidavits, assignments, and other documents for use in any foreign country for which Assignee attempts to obtain a trademark registration, which in the opinion of counsel for Assignee may be required or necessary to effectively secure to and vest in Assignee the entire right, title and interest in the United States and/or foreign countries to said Marks.




4. Assignors agree, upon the request of Assignee, in the event that any mark in Schedule A becomes involved in a trademark controversy or opposition or cancellation, to extend reasonable cooperation to Assignee in the matter of producing evidence or documents to obtain or retain any rights conveyed in this Assignment.
5. CLP Tour, as well as the other Assignors hereby sell, set over, assigns grant, deliver, transfer and convey to Assignee any and all right, title and interest in and to the Marks, including but not limited to those identified in Schedule A, which is attached hereto and incorporated herein by reference, together with all good will of the business connected with the use of and symbolized by the Marks.
6. Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States and similarly situated officials in other countries and jurisdictions throughout the world to issue and to record title of Assignee as owner of all right, title and interest in and to each registration or application identified in Schedule A hereto, together with all good will of the business connected with the use of and symbolized by such.

*[Signature page follows.]*


1  
2  
3  
IN WITNESS WHEREOF, Assignors have duly executed and delivered this Trademark Assignment on this 22nd day of March.

Witness:

CLP TOUR, LTD.  
By: Chippendales, Inc.  
General Partner


By:   
Louis J. Pearlman  
President

By: Credit International, Inc.  
General Partner

By:   
Louis J. Pearlman  
President

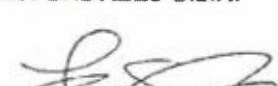
Witness:

CREDIT INTERNATIONAL, INC.

By:   
Louis J. Pearlman  
President


Witness:

CHIPPENDALES U.S.A.

By:   
Louis J. Pearlman  
President

Witness:

CHIPPENDALES, INC.

By:   
Louis J. Pearlman  
President

1  
2  
3  
4 Witness:

CHIPPENDALES NEW YORK, INC.

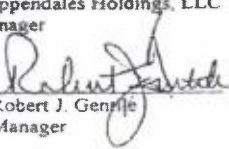
5 By:

Louis J. Pearlman  
President

6  
7 Witness:

CHIPPENDALES USA, LLC

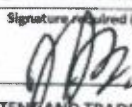
8 By: Chippendales Holdings, LLC  
Manager

9 By:   
Robert J. Gennie  
Manager  
10  
11  
12  
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28



**Exhibit G – Plaintiff Letter of Protest USPTO**

CUI//SP-PRVCY/FEDCON (CUI When Filled In)

<b>Trademark Identity Verification Form for TEAS/TEASi</b>	<b>Address to:</b> Mail Stop EBC Commissioner for Trademarks P.O. Box 1451 Alexandria, VA 22313-1451	<b>USPTO use only</b>
<b>Block 1 – Requestor role</b> Please refer to form <a href="#">instructions</a> to minimize processing delays.		
Select your filing role: <input type="radio"/> U.S.-licensed attorney <input type="radio"/> Canadian attorney/agent <input checked="" type="radio"/> Trademark owner	Paralegals and attorney support staff, please do not use this form.  Have your supervising attorney sponsor you at: <a href="https://teas.uspto.gov/sponsorship">https://teas.uspto.gov/sponsorship</a> .	
When you verify your identity, your USPTO.gov account will be authorized to make Trademark filings.  Please make sure all the information in Block 2 is an exact match to the information in your USPTO.gov account before submitting this form by updating your USPTO.gov account if necessary.		
<b>Block 2 – Requestor information (fill out as completely as possible)</b>		
First (given) name <b>Jesse</b>	Middle name	Last (family) name <b>Banerjee</b>
Street address (line 1) <b>3573 3rd Street suite 206</b>		
Street address (line 2)		
City <b>Los Angeles</b>	State/Province <b>CA</b>	ZIP/Postal code <b>90020</b>
Country <b>USA</b>		
Telephone number (select phone location) <input type="radio"/> Home <input type="radio"/> Work <input checked="" type="radio"/> Cell <b>(310)923-8788</b>	USPTO.gov account email address	
<b>Block 3 – Type of action requested (must select at least one)</b>		
<input type="checkbox"/> Verify an existing USPTO.gov account and authorize it for Trademark filing.		
<input type="checkbox"/> Update USPTO.gov account USPTO.gov email address has been changed. Previous email address:		
<input type="checkbox"/> Change USPTO.gov account holder's name For U.S.-licensed attorneys and Canadian attorneys/agents, the new requested name must correspond to any applicable professional registration records, e.g., bar registration records. Please enter the name under which the USPTO.gov account was previously created below, and enter your new name in the space provided in Block 2. Previous name:		
<input type="checkbox"/> Revoke Trademark authorization for current USPTO.gov account		
<input checked="" type="checkbox"/> Other – describe in detail: <small>USPTO Form 320-1 (Rev. 1/2022) has been revised by USPTO for filing paper claims of unavailability since Dec. 1, 2020. US Court of Appeals, Federal Circuit, and 5th Cir. July 31, 2022. See search in 3/2022. For more information, see USPTO's website at <a href="https://www.uspto.gov/patents/claims">https://www.uspto.gov/patents/claims</a>. All filers must now use the new form. Please refer to the USPTO's website for more information.</small>		
<b>Block 4 – Signature (required)</b>		
I have read and understand the Terms of Use for USPTO.gov accounts (as listed on <a href="https://www.uspto.gov/terms-use-uspto-websites">https://www.uspto.gov/terms-use-uspto-websites</a> ) and my signature on this document, by hand, is my agreement to abide by the Terms of Use and the rules and policies of the USPTO regarding the Terms of Use.		
I certify that the information, statements and representations provided by me on this form are true and accurate to the best of my knowledge. I understand that a willfully false certification is a criminal offense and is punishable by law (18 U.S.C. 1001).		
Signature required (requestor from block 2) 		Date (mm/dd/yyyy) <b>08/03/2023</b>
U.S. PATENT AND TRADEMARK OFFICE		USPTO-TM Form 320 (REV. 1/2022)

1/2

Exhibit G – HULU Cease and Desist

Jesse Banerjee  
1937 22<sup>nd</sup> Apt, 4.  
Santa Monica 90404  
Cell 3109238788

19 November 2022

**VIA CERTIFIED MAIL**

*Hulu LLC – Corporate Headquarters,*  
12312 W. Olympic Blvd  
Santa Monica, CA 90404  
**Attn.:** Robert Siegel, Jenni Konner,  
And/or the relevant manager

Dear Robert Siegel, Jenni Konner,

**RE: NOTICE TO CEASE AND DESIST HARASSMENT, INFLECTION  
OF EMOTIONAL DISTRESS, DEFAMATION, SLANDER, AND/OR LIBEL OF  
CHARACTER AND REPUTATION**

I am Jesse Banerjee, the eldest son of Steve Banerjee and executor of the Easebe Estate, who is the owner of the CHIPPENDALE TRADEMARK.

I am writing to raise my concern against the use of **CHIPPENDALES'** name or Trademark. It is to bring to your notice that neither Robert Siegel, Jenni Konner, nor any other executive at HULU asked for my consent to use such.

Also writing about your continued, unsolicited actions of unwarranted harassment, and the equivalent thereof, including defamatory, slanderous, and libelous comments that you have continued to write against my father, and members of my family; through which you have continuously attempted to malign and cause irreparable damage to our reputation. You have no right to produce a series about my father's life with baseless claims.

This letter has, therefore, been served to inform you that you are required to **CEASE AND DESIST** all verbal forms of harassment, and unsolicited attempts at maligning my father's reputation, and immediately **CEASE AND DESIST** all attempts at inflicting emotional distress by way of your defamatory remarks and unwarranted behavior.

Should you continue to pursue these actions in violation of this **CEASE AND DESIST NOTICE**, I will not hesitate to pursue further legal action against you, including but not

1 limited to, civil action and/or criminal complaints; which are forbidden by **California Code, Civil**  
2 **Code-CIV § 3344; Unauthorized commercial use of name, voice, signature, photograph or**  
3 **likeness.**

4 **THEREFORE**, you must **IMMEDIATELY STOP AND REMOVE** all  
5 harassment and defamatory remarks. Continuing to do so will risk incurring severe legal  
6 consequences if you fail to comply with this demand. Failure to comply with this **CEASE AND**  
7 **DESIST NOTICE** and/or send a signed assurance within the **FOURTEEN BUSINESS DAYS**  
8 will leave me with no other alternative but to pursue all available legal remedies. If a response is not  
9 received by December 05, 2022, I will have no choice but to pursue all available legal remedies,  
10 including:

- 11 i. Bringing a lawsuit against you for harassment, infliction of emotional distress,  
12 defamation, slander, libel, among other claims
- 13 ii. Refer the above matter to local authorities for enforcement action
- 14 iii. Seek monetary damages, injunctive relief, and attorney's fees against you, and any  
15 persons associated with the defamation who has participated in the unlawful conduct.

16 This letter is without prejudice to any rights, remedies, and claims, all of which are  
17 expressly reserved.

18 **PLEASE TAKE FURTHER NOTICE**; I have the right to remain free from  
19 your intimidating tactics, and I will take responsibility upon myself to protect that right. In pursuit  
20 of this, a copy of this letter and a record of its delivery will be stored. This letter is admissible as  
21 evidence in a court of law and will be used in such if need be in the future.

22 **Regards,**

23 Jesse Banerjee 

24 Heir to the estate of Mr. Somen Banerjee, aka "Steve"

25 Creator of "Chippendales"



**PROOF OF SERVICE**

I declare I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to this action. My business address is Jesse Banerjee 3573 3rd Street, Suite 206 Los Angeles, CA 90020

On the date set forth below, I served the following document entitled:

**DEMAND FOR JURY TRIAL  
TRADEMARK INFRINGEMENT COMPLAINT**

- 1. VIOLATION OF THE CLAYTON ACT**
- 2. LANHAM ACT 15 U.S.C. SECTION 43 (A)**
- 3. UNFAIR COMPETITION 15 U.S.C. § 1125**
- 4. LANHAM ACTION 14 (3)**

on the interested parties in this action, as follows:

Rita Weeks  
Kilpatrick Townsend and Stockton LLP  
1114 Avenue of the Americas 21st Floor New York, NY 10036  
212-775-8700  
Fax: 212-504-9566  
Email: rweeks@kilpatricktownsend.com

Evan S Nadel  
Kilpatrick Townsend Stockton, LLP  
Two Embarcadero Center Suite 1900 San Francisco, CA 94111  
415-576-0200  
Fax: 415-576-0300  
Email: enadel@kilpatricktownsend.com

☐ [By E-Mail] I caused said document to be sent by electronic transmission to the e-mail addresses indicated for the parties listed above.

☒ [By First Class Mail] I am readily familiar with my employer's practice for collecting and processing documents for mailing with the United States Postal Service. On the date listed herein, following ordinary business practice, I served the foregoing document at my place of business, by placing true copies thereof, enclosed in sealed envelopes, with first class postage thereon fully prepaid, for collection and mailing with the United States Postal Service where they would be deposited with the United States Postal Service that same day in the ordinary course of business.

☐ [By Overnight Courier] I caused each envelope to be delivered by a commercial carrier service for overnight delivery to the offices of the addressees.

☐ [By Hand] I directed each envelope to the parties so designated on the service list to be delivered by courier this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 4, 2023.

/s/ Jesse Banerjee

